

CONSULTANT: GeoEngineers, Inc.  
CONTACT PERSON: Ken Fellows, PE  
ADDRESS: 600 Stewart Street, Suite 1700  
Seattle, WA 98101  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 91-6237984 / 600375010  
TELEPHONE/FAX NUMBER: 253-722-2440 / 253-383-4923  
COUNTY DEPT: Public Works, Solid Waste  
DEPT. CONTACT PERSON: JR Myers  
TELEPHONE/FAX NUMBER: 425-388-6489 / 425-388-7044  
PROJECT: Sisco Landfill Remediation Plan  
AMOUNT: \$447,766.00  
FUND SOURCE: 4025064374101  
CONTRACT DURATION: Execution through December 31, 2018

AGREEMENT FOR PROFESSIONAL SERVICES  
AGREEMENT NO. CC04-17

THIS AGREEMENT (the "Agreement") is made by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington (the "County") and GEOENGINEERS, INC., a Washington corporation (the "Consultant"). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide all work necessary to prepare contract documents for the remediation and proper closure of the Sisco Landfill. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFQ-10-16SR, Sisco Landfill Remediation Plan.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Consultant practices or operates at the time the services are performed. The Consultant shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Consultant in connection with performing the services shall be of good quality. The Consultant represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Consultant will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon execution (the "Effective Date") and shall terminate on December 31, 2018. The Consultant shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2018, PROVIDED, HOWEVER, that the County's obligations after December 31, 2017, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

a. Services. The County will pay the Consultant for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.

b. Overhead and Expenses. The Consultant's compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule C attached hereto and by this reference made a part of this Agreement.

c. Invoices. The Consultant shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Consultant during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

**All Invoices must be sent for Contract compliance review to:**

**Public Works – Contract Admin  
Attn: Lori White  
3000 Rockefeller, M/S 607  
Everett, WA 98201**

d. Payment. The County's preferred method of payment under this Agreement is electronic using the County's "e-Payable" system with Bank of America. The Consultant is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Consultant shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded an Agreement with Snohomish County and will be receiving payment through the County's e-Payable process. The Consultant needs to provide contact information (name, phone number and email address). The Consultant will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of an Agreement or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Consultant does not enroll in the electronic (“e-Payable”) payment method described above, Agreement payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY’S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Consultant waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Consultant pursuant to this Agreement.

e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this Agreement using the County’s VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

f. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$447,766 for the initial term of this Agreement (excluding extensions or renewals, if any).

4. Independent Contractor. The Consultant agrees that Consultant will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. The parties agree that the Consultant is not entitled to any benefits or rights enjoyed by employees of the County. The Consultant specifically has the right to direct and control Consultant’s own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties partners or joint venturers.

The Consultant shall furnish, employ and have exclusive control of all persons to be engaged in performing the Consultant’s obligations under this Agreement (the “Consultant personnel”), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Consultant personnel shall for all purposes be solely the employees or agents of the Consultant and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Consultant personnel, the Consultant shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Consultant personnel when

required by law.

Because it is an independent contractor, the Consultant shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Consultant agrees to indemnify, defend and hold the County harmless from any and all claims, valid or otherwise, made to the County because of these obligations.

The Consultant assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Consultant and as to all duties, activities and requirements by the Consultant in performance of the work under this Agreement. The Consultant shall assume exclusive liability therefor, and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.

5. Ownership. Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the Consultant or the Consultant's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the County at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the Consultant uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the County is owned by the Consultant and is not "work made for hire" within the terms of this Agreement.

6. Amendments. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.

7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: JR Myers  
Title: Project Specialist IV  
Department: Public Works / Solid Waste  
Telephone: (425) 388-6489  
Email: Bernard.Myers@snoco.org

8. County Review and Approval. When the Consultant has completed any discrete portion of the services, the Consultant shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Consultant shall then notify the County that said work is complete. The County shall promptly review and inspect the work

to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Consultant that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Consultant with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Consultant shall promptly remedy the problem or problems and re-submit the work to the County. The Consultant shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Consultant shall be responsible for the accuracy of work even after the County accepts the work.

If the Consultant fails or refuses to correct the Consultant's work when so directed by the County, the County may withhold from any payment otherwise due to the Consultant an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Consultant's conduct.

9. Subcontracting and Assignment. The Consultant shall not subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Consultant to subcontract, assign, or delegate any portion of the Consultant's obligations under this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement.

10. Records and Access; Audit; Ineligible Expenditures. The Consultant shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Consultant. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers and records of the Consultant which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Consultant, shall be refunded to the County by the Consultant.

11. Indemnification.

a. Professional Liability. The Consultant agrees to indemnify the County and, if any funds for this Agreement are provided by the State, the State and their officers, officials, agents and employees from damages and liability for damages, including reasonable attorneys' fees, court costs, expert witness fees, and other claims-related expenses, arising out of the performance of the Consultant's professional services under this Agreement, to the extent that such liability is caused by the negligent acts, errors or omissions of the Consultant, its principals, employees or subcontractors. The Consultant has no obligation to pay for any of the indemnitees' defense-related cost prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of the Consultant, its principals, employees and subcontractors. For the purpose of this

section, the County and the Consultant agree that the County's and, if applicable, the State's costs of defense shall be included in the definition of damages above.

b. All Other Liabilities Except Professional Liability. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the Consultant shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Consultant. In addition, the Consultant shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Consultant or its subcontractors, and the Consultant, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the Consultant.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Consultant shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Consultant, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the Consultant warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Consultant under this Agreement. The Consultant shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Consultant's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The Consultant shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000;

(v) Professional Liability: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The Consultant's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Consultant's liability to the County and shall be the sole responsibility of the Consultant.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Consultant shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

e. Subcontractors. The Consultant shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Consultant as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

13. County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Consultant shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Consultant of the Consultant's compliance with the requirements of Chapter 2.460 SCC. If the Consultant is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Consultant's obligations under other federal, state, or local laws against discrimination.

14. Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L.



No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Consultant represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Consultant shall comply with all other applicable federal, state and local laws, rules, and regulations in performing this Agreement.

17. Compliance with Grant Terms and Conditions. The Consultant shall comply with any and all conditions, terms and requirements of any federal, state or other grant, if any, that wholly or partially funds the Consultant's work hereunder.

18. Prohibition of Contingency Fee Arrangements. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Force Majeure. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

20. Suspension of Work. The County may, at any time, instruct the Consultant in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.

21. Non-Waiver of Breach; Termination.

a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

b. If the Consultant breaches any of its obligations hereunder, and fails to cure the same within five (5) business days of written notice to do so by the County, the County may terminate this Agreement, in which case the County shall pay the Consultant only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

c. The County may terminate this Agreement upon two (2) business days' written notice to the Consultant for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Consultant in performing this Agreement prior to receipt of the termination notice.

d. Termination by the County hereunder shall not affect the rights of the County as against the Consultant provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provisions of this Agreement. At its sole option, the County may deduct from the final payment due the Consultant (i) any damages, expenses or costs arising out of any such violations, breaches or non-performance and (ii) any other set-offs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                      Snohomish County Public Works  
3000 Rockefeller, M/S 607  
Everett, WA 98201  
Attention: JR Myers

If to the Consultant:                GeoEngineers, Inc.  
600 Stewart Street, Suite 1700  
Seattle, WA 98101  
Attention: Ken Fellows, PE

The County or the Consultant may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Consultant shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Consultant's performance under this Agreement. The Consultant may use such information solely for the purposes necessary to perform its obligations under this

Agreement. The Consultant shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. Public Records Act. This Agreement and all public records associated with this Agreement shall be available from the County for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the "Act"). To the extent that public records then in the custody of the Consultant are needed for the County to respond to a request under the Act, as determined by the County, the Consultant agrees to make them promptly available to the County. If the Consultant considers any portion of any record provided to the County under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the Consultant shall clearly identify any specific information that it claims to be confidential or proprietary. If the County receives a request under the Act to inspect or copy the information so identified by the Consultant and the County determines that release of the information is required by the Act or otherwise appropriate, the County's sole obligations shall be to notify the Consultant (a) of the request and (b) of the date that such information will be released to the requester unless the Consultant obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Consultant fails to timely obtain a court order enjoining disclosure, the County will release the requested information on the date specified.

The County has, and by this section assumes, no obligation on behalf of the Consultant to claim any exemption from disclosure under the Act. The County shall not be liable to the Consultant for releasing records not clearly identified by the Consultant as confidential or proprietary. The County shall not be liable to the Consultant for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.

26. Complete Agreement. The Consultant was selected through the County's RFQ identified in Section 1. The RFQ and the Consultant's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFQ, and the Consultant's response, this Agreement shall govern. To the extent of any inconsistency between the RFQ and the Consultant's response, the RFQ shall govern.

27. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

28. No Third Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Consultant. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.

29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.


30. Severability. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

31. Authority. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the Consultant, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Consultant, as the case may be.

32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.


33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

 3/16/17 for  
County Executive Date

**KEN KLEIN**  
Executive Director  
Approved as to insurance  
and indemnification provisions:

GEOENGINEERS, INC.:


  
2/18/17 Date  
Ken Fellows

Approved as to form only:

 2/13/17  
Risk Management Date

\_\_\_\_\_  
Legal Counsel to the Consultant Date

Approved as to form only:

 2/8/17  
Deputy Prosecuting Attorney Date

COUNCIL USE ONLY	
Approved:	<u>3-15-17</u>
Docfile:	<u>D-1</u>

Schedule A  
Scope of Services

**SCOPE OF SERVICES**

It is anticipated that work for this project will be conducted in multiple phases:

- Phase I – Project Initiation (as described in this Scope of Services)
- Phase II – Model Toxics Control Act (MTCA) Feasibility Study (FS) Report
- Phase III – MTCA Remedy Design and Implementation
- Phase IV – Meetings and Project Management
- Phase V – Long-Term Monitoring and post-closure support.

This Agreement covers Phase I – Project Initiation, including Tasks 1 through 7, 20 and 21. If authorized by the County, budgets for project Phases II, III, and V will be developed at that time. Additional budget may be added to Phase I tasks as needed if additional sampling, critical area review, or data gap filling is necessary.

Phase IV includes Meetings (Task 20) and Project Management (Task 21), which will run throughout the duration of the entire project, and also in part of this scope of services. An initial Phase IV budget sufficient to complete tasks for Phase I is included as part of this proposal. Additional budget will be added to Phase IV as each subsequent Phase is approved.

***Task 1 – Initial Site Visit***

**ACTIVITIES:**

- Prepare a Health and Safety Plan (HASP) in preparation for site visit.
- Meet with County representatives at the site to observe site conditions at the 12-16 acre inactive wood waste and industrial waste landfill area located at 7105 Wade Road, Snohomish County, Washington. Conditions include low level contamination in groundwater, surface water, and landfill gas, but not sediment or soil (based on the conclusions of the Remedial Investigation).

**DELIVERABLES:**

- Summary of site condition observations.

**ASSUMPTIONS:**

- No sampling, testing, survey, or field studies will be completed.

***Task 2 – Existing Data Compilation***

**ACTIVITIES:**

- Coordinate with PES Environmental to obtain electronic copies (where possible) and hard copies of data and information related to their work for the original landfill owners (the Bakers), in support of the Bakers' preparation of a Model Toxics Control Act (MTCA) Remedial Investigation (RI) report (PES Environmental, July 29, 2011), and the Bakers' preparation of a draft Feasibility Study (FS) report (PES Environmental, May 2014), as well as data and information related to comments on the documents from the Washington State Department of Ecology and Snohomish Health District (SNOHD),

and the Bakers' responses thereto. The Bakers reached an agreement with the County where the County has assumed responsible for implementing site cleanup and landfill closure.

- The Consultant will prepare a list of requested data and information and meet with PES to discuss the data/information transfer, as necessary. It is anticipated that the list of requested data/information will include the following at a minimum:
  - All background data and information that supported work performed by PES;
  - Work plans prepared to support completion of field or other investigation activities;
  - All field forms and any other documentation generated as part of investigation activities;
  - All laboratory reports and the results of any data quality reviews;
  - All analytical data for soil, groundwater, surface water, sediment, landfill gas or any other media in an electronic data deliverable (EDD) (i.e., database file); and
  - All documents, memorandums and reports including the RI and FS reports prepared for the landfill.
- Review the data and information obtained from PES and prepare a follow up additional data/information request, if needed. Coordinate with PES on any additional data/information request.
- Coordinate with the County for any project information that the County has not already provided to the Consultant.
- Compile all the existing data and information into electronic files and provide the County with a copy of the electronic files.
- Complete a limited cross-check of data between analytical reports and RI and FS tables. Prepare a memorandum noting any issues. This effort will not include formal data validation review or extensive data review.
- Upload laboratory analytical data that serves as the basis for the RI report, and laboratory analytical data from PES supplemental FS investigations, to Ecology's Environmental Information Management (EIM) system database. The level of effort needed to prepare an EIM database submittal will be dependent on suitability of existing electronic data files received from PES.

#### DELIVERABLES:

- Compilation of existing data and information (various electronic file formats, mainly PDFs, on DVD).

#### ASSUMPTIONS:

- One meeting will be held with PES Environmental.
- The County will provide access to its files.
- PES electronic files will be reasonably complete and organized, and submitted to the Consultant in a single delivery. Electronic files will be in Microsoft WORD and EXCEL formats and be readable/upgradable to current software standards. Laboratory test results from analyses completed for the RI and FS work will available in standard electronic data

deliverable in a format and condition that can be readily converted into an EIM database submittal without substantial revision or manual data entry.

- Data from older studies (prepared before the RI report), and for the RI report but completed prior to the “4 quarters of monitoring” that provides the basis for the RI report, will not be uploaded to Ecology’s EIM database.

### ***Task 3– Existing Data Review and Data Gaps Evaluation***

#### **ACTIVITIES:**

- Review existing site data comprising the investigations performed for the existing RI and FS.
- Review prior comments from Ecology and SNOHD on the RI and FS and sort and group comments (additional descriptions, Applicable or Relevant and Appropriate Requirements [ARARs], alternatives, data gaps, etc.).
- Prepare draft response to each comment and assess whether adequate data or information is available to respond to each specific comment or whether comment presents a data gap requiring collection of additional data or information.
- Evaluate what other data gaps and additional information is needed to complete the FS for the site.
- Prepare a summary of data gaps, proposed approach and work to address data gaps, timing for filling data gaps, rationale for the proposed approach to address each data gap, and estimated cost.

#### **DELIVERABLES:**

- Draft responses to comments for review by the County.
- Draft and final data gaps assessment summary for review by the County.

#### **ASSUMPTIONS:**

- Detailed work plans to address data gaps will not be prepared as part of this task. Preparation of work plans and completion of work required to fill the identified data gaps and obtain additional information to complete the FS report will be performed under a separate scope and budget as described in Task 8.
- Additional data gaps may be identified during preparation of the FS report or during engineering design.

### ***Task 4 – Critical Area Survey and Report and Permitting Plan***

#### **ACTIVITIES:**

- Review data available from published data sources concerning critical areas within the project area that includes the County-owned properties and adjacent property around the landfill.
- Visit the site to make field observations. The field reconnaissance task will include field verification and delineation, and ratings of wetland habitat within the project area. The Consultant will limit its scope of services to the following for field reconnaissance:
  - Review and research existing mapped data within the project area.

- Coordinate the field activities with the County to obtain access to the project area with project team.
- Conduct field reconnaissance to confirm the presence (or absence) of mapped critical area features and identify additional undocumented features (if present) within the project area. Flag wetland boundaries and test plots in the field.
- Identify the classification/category of wetland habitat identified and the associated buffers. This effort will utilize the most recent critical areas ordinance updates from Snohomish County Code (SCC). The County requires that on-site wetlands are rated using the Ecology 2014 Wetland Rating System for Western Washington.
- Locate on a figure “native growth protection area” from prior permitting actions (to extent possible based on information to be provided by the County).
- The Consultant’s subconsultant, Lithic Analysts, shall complete a cultural resources review of the general vicinity of the landfill (approximately 50 acres). The review will not include work related to structures.
- Prepare a draft Baseline Critical Areas Report documenting findings from the data review and site reconnaissance.
  - The reporting task will consist of preparing a baseline critical areas report to include wetlands, streams, and mapped geohazards on the subject property. The Consultant’s scope of services for reporting will consist of:
    - Preparing a draft and final Report summarizing the methodology and field reconnaissance results. Wetland ratings and buffers will be included in the report and will be based on current guidance from SCC.
    - Preparing datasheets, rating forms and photographs documenting habitat features and their characteristics. These elements will be included as appendices to the main body of the report.
    - Identifying potential geohazards at the site using the Snohomish County Geographic Information System (GIS) Map Portal, including, seismic, landslide, erosion, flood hazards, and other identified hazards, and presenting the results in a geohazard figure in the report.
    - Creating figures to show the locations of each aquatic critical area feature (boundaries and buffers) identified within the project area. The Consultant will utilize global positioning system (GPS) technology to document wetland boundaries, stream boundaries and sample plot locations. The GPS points developed by the Consultant in the field reconnaissance will be provided to the surveyors to assist in finding the flags. The Consultant’s GPS locations are approximate, and are less accurate than those provided by a licensed surveyor’s work.
- Incorporate comments from County review of the draft Baseline Critical Areas Report and produce a final report.
- Prepare a Permitting Plan that describes permits and approvals anticipated to be needed to complete project construction:



- Review current and anticipated future activities at the project site that may require environmental permits and develop a permit strategy summary based on anticipated impacts to critical areas that are identified during the Critical Areas Survey Task above.
- Coordinate with SNOHD regarding required plans such as Closure Plan and Solid Waste Handling Plan that may be needed for closure of the landfill.
- Document the permitting process in a Permitting Plan (Plan) memo that provides brief details on how each project action will be accomplished, describes which activities will trigger environmental permits, lists required documents/reports, defines a schedule and identifies how the project will comply with anticipated permit conditions and other applicable regulations. The Consultant will also develop a list of contacts at the various agencies and provide recommendations and schedule for agency coordination.
- Incorporate comments from County review of the draft plan and produce a final plan.

#### DELIVERABLES:

- Draft and final Baseline Critical Areas Report (PDF only).
- Draft and final Permitting Plan memo (PDF only).
- Cultural Resource Survey Technical Report that adheres to the Department of Archaeology and Historic Preservation (DAHP) Survey and Inventory Standards. A PDF of the final report with DAHP cover sheet will be provided for submittal to DAHP.

#### ASSUMPTIONS:

- The area to be assessed is approximately 52 acres including the County-owned property and adjacent property around the landfill, extending to the south bank of the Upper Middle Fork Quilceda Creek to the north, soil stockpile area to the east, approximately 200 feet south of Zuver Pond to the south, and to the Centennial Trail to the west. On adjacent properties including the Baker-owned parcels, critical areas and wetlands will only be assessed within areas specifically allowing County access and easements. This scope of services and estimated budget assumes delineation of up to seven individual wetlands during the field investigation. If additional wetland areas are identified, a change of scope may be required.
- Two weeks of field work for two staff biologists will be needed to complete the wetland field reconnaissance.
- The geohazard assessment will not require a field visit, slope stability analyses, or other detailed assessments.
- The County will secure permission for the Consultant to access the assessment area.
- Identification of wetland habitat and associated buffers will utilize the most recent critical areas ordinance updates from SCC.
- In accordance with and required by SCC, we will rate the wetland using Ecology's 2014 Rating System for Western Washington.

## ***Task 5 – Field Activities***

### **ACTIVITIES:**

- Review groundwater beneficial use survey information from PES and work to resolve questions about beneficial use of groundwater at property immediately northwest of site. Research Ecology well database to identify any new wells within 1,000 feet of County landfill property installed in the prior 5 years. Spend up to 8 hours working to contact and meet with well-owners of up to two new wells and also up to two owners of wells for which PES was not successful in contacting. Prepare technical memorandum briefly summarizing PES's prior work, new research and outreach efforts, and identifying data gaps for further evaluation.
- Prepare a Sampling and Analysis Plan (SAP), Quality Assurance Project Plan (QAPP), and HASP. The Consultant will not submit the SAP and QAPP for review by Ecology and SNOHD.
- Subcontract the services of a licensed drilling company and Ecology-accredited analytical laboratory to perform the sampling and analyses discussed below.
- Perform a site visit with PES to locate all sampling locations discussed below.
- Re-develop each well. Perform one round of low-flow groundwater sampling at up to 14 groundwater monitoring wells. Wells planned to be sampled include MW-5, MW-6R, MW-7R, MW-8, MW-10R, and MW-11 through MW-19. This assumes all wells can be located and are in proper condition to be sampled (i.e., not damaged). Wells will be sampled using peristaltic, submersible impeller, or bladder technology. Submit samples for laboratory analysis for IHSs shown in Table 17 of the FS (ammonia, nitrite, sulfate, arsenic, iron, manganese and nickel). Samples submitted for metals analyses will be submitted for total and dissolved metals analyses. To address Ecology comments, all groundwater samples will also be submitted for diesel-range petroleum hydrocarbons with acid/silica gel cleanup (latest guidance on silica gel cleanup to be confirmed with Ecology). Selected samples will be analyzed for chromium VI, also to address Ecology comments regarding potential chromium VI in surface water.
- Perform one round of surface water sampling, provided water is present at the time of sampling. Locations to be sampled could include those discussed in the RI including W-1, W-2, W-5, W-6, W-10, W-11, W-12, W-13, W-15, and W-16, and other locations if observed (8 to 10 total locations). Water quality parameters and an estimate of flow rate (as applicable) will be measured after sampling. Submit samples for laboratory analysis for site IHSs shown in Table 17 of the FS (ammonia, nitrite, sulfate, arsenic, iron, manganese and nickel). Samples submitted for metals analyses will be submitted for both total and dissolved metals analyses. Selected samples will be analyzed for chromium VI, to address Ecology comments.
- Perform one round of seep sampling, provided water is present at the time of sampling. Locations to be sampled could include those discussed in the RI including Seep-1 and Seep-2, and other locations if observed (up to four seeps). Water quality parameters and an estimate of flow rate (as applicable) will be measured after sampling. Submit samples for laboratory analysis for 19 of the 21 constituents listed in Table 18 of the draft FS report (ammonia, nitrite, sulfate, arsenic, iron, manganese and nickel, plus chemical oxygen demand, chloride, nitrate, sulfate, total organic carbon, tannins and lignins,

antimony, chromium, copper, mercury, selenium, zinc, but not toluene or acenaphthene). Additionally, submit samples for analysis for total suspended solids, biological oxygen demand (BOD5), and total phosphorus. The expanded analyte list compared to groundwater/surface water will provide enhanced information for assessing the feasibility of implementing a treatment wetland. Samples submitted for metals analyses will be submitted as total and dissolved metals. Selected samples will be analyzed for chromium VI, to address Ecology comments. Measure field parameters in the seeps including temperature, dissolved oxygen, specific conductance, and pH.

- Perform three rounds of vapor monitoring at the existing vapor probes. Monitoring will consist of measuring methane, carbon dioxide and oxygen using a portable multi-gas meter. Barometric pressure from an online source will be noted for each sampling event. No samples will be submitted for laboratory analytical testing.
- Install up to five vapor probes in and around the landfill, and perform three rounds of vapor probe measurements. The purpose of the additional vapor probes is to assess landfill gas at the eastern and western landfill boundaries, and at depths deeper than those investigated by the former bar hole survey (2 to 3 feet below the ground surface [bgs]) in the interior of the landfill. At this time anticipated probe locations include one probe on the eastern edge of the landfill, up to three probes on the western edge of the landfill, and one probe installed in the interior of the landfill. The probes on the eastern and western edges of the landfill are anticipated to be installed using a direct push truck or track rig, at depths of up to 10 to 40 feet bgs. The interior landfill probes will be installed using a direct push track rig or by hand auger. If a direct push rig is used, the target probe depth will be up to 20 feet bgs. If mechanized equipment cannot be mobilized to the interior of the landfill, the vapor probe will be installed as deep as possible using hand tools (depth as practical, 1 to 5 feet bgs). Perform three rounds of vapor monitoring including measurements of methane, carbon dioxide and oxygen using a portable multi-gas meter. Soil from vapor probes installation will not be sampled or tested. No samples will be submitted for laboratory analytical testing.
- Collect up to three sediment samples from Zuver Pond and up to three soil samples from the upper leachate pond. Samples will be collected on land or via wading in shallow water. Submit samples for laboratory analysis for IHSs shown in Table 17 of the FS (ammonia, nitrite, sulfate, arsenic, iron, manganese and nickel). To address Ecology comments, all soil/sediment samples will also be submitted for diesel-range petroleum hydrocarbons with acid/silica gel cleanup (latest guidance on silica gel cleanup to be confirmed with Ecology). Selected samples will be analyzed for chromium VI, also to address Ecology comments regarding potential chromium VI.
- Collect surface soil samples from the existing "soil stockpile" that is located east of the landfill. Sampling will be performed at five locations using a hand auger. Soils will be logged and field screened. Up to two samples will be submitted for physical characteristics including total organic carbon content and grain-size analysis. All five samples will be composited into one composite sample to be analyzed for petroleum hydrocarbons, volatile organic compounds (VOCs), semivolatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs) and MTCA metals. Spoils will be replaced back into hand auger holes upon completion. Recommendations for supplemental

physical testing will be made following completion of total organic carbon and grain-size testing.

- Prepare a brief technical memorandum documenting sampling activities and results, including laboratory analytical reports and data quality reviews (Tier II). Results will be compared to cleanup levels listed in the draft FS report, as modified by the preliminary update of cleanup levels completed in Task 3.
- Upload results to Ecology EIM database.

#### DELIVERABLES:

- Draft and final SAP and QAPP (PDF only).
- Draft and final brief technical memorandum regarding beneficial use of groundwater.
- Draft and final technical memorandum documenting sampling and analysis activities and comparison to preliminary revised cleanup levels.

#### ASSUMPTIONS:

- All wells can be located and are in good condition. No new wells will be installed.
- All site areas are accessible by the equipment discussed above. Sampling locations will be relocated to more accessible area if needed. Trees will not be cut to provide access.
- All site areas are accessible. Gas probes and stockpile sample locations will be located outside wetland areas. Access routes to the gas probe locations and stockpile sampling locations will need to avoid wetlands. Other sampling activities are not expected to impact wetlands or need permits. Wetland permits will not be obtained for sampling activities.
- Surface sampling of the existing soil stockpile designated for re-use as landfill cover soil is adequate to characterize the material to meet County concerns for risk management. More representative sampling sufficient to more fully characterize the stockpile interior was eliminated to save cost.
- Installation of additional new vapor probes in the landfill interior were eliminated to save cost.
- The County can provide a secure storage area for IDW until disposal. Disposal of investigation waste will not be completed. Waste will be stored for disposition at landfill closure.
- The soil/sediment samples may be collected as grab samples collected by wading (if the areas are underwater). No boat will be used.
- No other soil or sediment sampling is planned. The draft FS report concluded that no soil or sediment areas required remediation, and Ecology did not directly comment to the contrary. It is assumed that soil/sediment concerns exist only in Zuver Pond and the upper leachate.
- Enhanced data packages will be obtained from the analytical laboratory.
- Technical memoranda will not be submitted independently to Ecology or SNOHD. Memoranda may be submitted to Ecology and SNOHD in conjunction with the coordination meeting in Task 7, but the memorandum will not be revised based on

agency comments. Comments on the memorandum will be filed for consideration to aid future preparation of a new FS report.

### ***Task 6 – Survey and Base Map***

#### **ACTIVITIES:**

- Plan additional topographic survey work.
- Survey subconsultant to complete topographic survey, including:
  - Up to 10 spot elevations within the landfill limits to verify the existing landfill top cover ground surface elevations.
  - Inlets and outlets (i.e., pipe invert) of north culvert and south culvert and the adjacent ground surface elevations.
  - Mark the perimeter of the landfill waste with wood stakes/flags based on the existing AutoCAD data (200-foot intervals).
  - Wetland boundary and other drainage features flagged during the critical area survey.
  - Monitoring wells and vapor probes elevations of casings and adjacent ground surface (to confirm prior survey is comparable with new base map/survey data).
  - Two water seep sample locations and the surrounding ground surface topography.
  - Alignment and channel sections of unnamed creek between the landfill and lower pond.
  - Rough bathymetry of Zuver Pond and the lower pond.
  - Verify and incorporate existing LiDAR survey into survey base map.
  - Survey base map prepared by a professional surveyor licensed in the state of Washington.
- Review regional LiDAR or other topographic data provided by the County and, based on contours, determine drainage basins applicable to the landfill drainage. Prepare a figure indicating each basin and prepare a table of the areas of each basin.
- Review survey and create project base map suitable for design.

#### **DELIVERABLES:**

- Draft base map (AutoCAD drawing electronic file and PDF).

#### **ASSUMPTIONS:**

- Boundary survey work is not required. Existing property corners are marked in the field.
- The subconsultant will certify the prior LiDAR survey.
- Topographic data from regional LiDAR survey or other source is available from the County to assess and define watershed boundaries. No field studies are needed to defined watersheds.

## ***Task 7– Initial Regulatory Coordination***

### **ACTIVITIES:**

- Prepare for initial regulatory coordination with Ecology and SNOHD that would include the following:
  - Update draft response to comments technical memorandum initiated in Task 3 based on results and findings from activities performed as part of Phase I tasks.
  - Identify unresolved comments and/or data gaps and the proposed approach for addressing the data gaps for the discussion with agencies.
  - Identify other questions on process, procedures and approach that need agency input or feedback.
  - Confirm the preferred approach for MTCA coordination (i.e., order, VCP, etc.)
- Meet with the County and its legal counsel to discuss the response to comments, approach for addressing data gaps and other project process, procedure and approach questions prior to meeting with Ecology and SNOHD.
- Meet with Ecology and SNOHD separately to provide a project status update; discuss the County’s preferred approach toward MTCA coordination (i.e., order, VCP, etc.); discuss key project process, procedure and approach questions; and next steps. Identify the lead agency for this project.
- Meet with one Tribal entity to discuss the project status and listen to their concerns.
- Meet with both Ecology and SNOHD to present path forward, discuss data gaps and approach to resolving data gaps and get feedback on approach to dealing with key items such as landfill cover system. The Consultant anticipates an initial introductory meeting with Ecology and SNOHD (attended by one Consultant representative), followed by a second meeting with Ecology and SNOHD (attended by multiple Consultant staff) to discuss project issues in more detail.
- Prepare revised “draft final” technical memorandum including response to comments table and approach to address data gaps. The “draft final” technical memorandum will be expanded as compared to the draft memorandum to include additional detail regarding approach to addressing data gaps based on agency input, but will not be developed into a full “work plan.” Submit draft final memorandum to County for comment, incorporate comments, and submit to Ecology and SNOHD. Prepare final memorandum addressing comments from Ecology and SNOHD.

### **DELIVERABLES:**

- Draft, draft final, and final technical memorandum including summary response to comments table and approach for data gaps.

### **ASSUMPTIONS:**

- Assumes the MTCA process will remain in the VCP.
- The Remedial Investigation is complete and does not need revision or supplementation.
- A detailed project work plan will not be prepared.

- Technical analyses will be deferred to the FS or design project phases. Modeling of stormwater flows, landfill infiltration, or groundwater flow are not included in this task.

## **Phase II – Feasibility Study Report (Deferred)**

## **Phase III – Remedy Design and Implementation (Deferred)**

## **Phase IV – Meetings and Project Management**

### ***Task 20 – Meetings***

#### **ACTIVITIES:**

- Attend meetings with the County, Ecology, SNOHD, and others. For Phase I, these meetings are anticipated to include:
  - Two status meetings and two status conference calls with County.
  - Two meetings with Ecology and SNOHD related to construction, and construction completion report, and long-term monitoring plan.
  - Meetings for subsequent phases of the project are not budgeted at this time.
- Prepare meeting agendas, schedule meetings and invite attendees, and prepare and distribute meeting minutes within five business days of each meeting.

#### **DELIVERABLES:**

- Meeting agendas and minutes.

#### **ASSUMPTIONS:**

- Meeting location will be in Everett or at Ecology office in Bellevue, or on site. Any costs for meeting venues or material/equipment will be paid by the County.
- A budget allocation for meetings has been estimated in the project budget. If additional meetings are needed beyond this budget allocation, the County will provide additional budget.
- Meetings for Phases II, III, and V will be covered under future budget allocations.

### ***Task 21 – Project Management***

#### **ACTIVITIES:**

- Prepare project management and quality plan.
- Manage project staffing, billings, communications, and implement project controls, quality assurance processes, and records, compliance with relevant design standards, track budgets and schedule, and notify the County in a timely manner regarding changes in scope of services, budgets, and schedules.
- Contract with subconsultants, and manage subconsultant contracts and invoicing.
- Prepare monthly progress reports and submit to County electronically. Prepare an overall project schedule and update the schedule monthly. Monthly, submit invoice, progress report, and schedule.
- Develop an initial project schedule of major tasks from project start to construction completion. Update schedule bi-monthly for six months.

DELIVERABLES:

- Monthly invoices, progress reports, and schedules.

ASSUMPTIONS:

- Project management for Phase I will occur from NTP to June 2017.
- Project management for Phases II, III, and V will be covered under future budget allocations.

**Phase V – Long-Term Monitoring and Support (Deferred)**



## Sisco Landfill Closure Design Initial Services Cost Estimate

GeoEngineers, Inc.

<b>Project Number:</b> 0280-064-03	<b>Project Name:</b> Sisco Landfill Closure and Remediation Design	<b>Owner:</b> Snohomish County Solid Waste Administration
<b>Client:</b> Matt Zybas	<b>PM:</b> Ken Fellows	<b>Date:</b> January 6, 2017

Description	LABOR													EQUIPMENT				
	Billing Rate (All Rates from Schedule of Charges)													Total Labor Cost (Incls Admin Allocn)	\$0.535	\$127.00	\$32.51	
	Prin.	Assoc	Sr 2	Sr 1	Sc/ Anyst 1	Staff Engr 2	Staff Sc/ Anyst 3	Staff Sc/ Anyst 2	Staff Sc/ Anyst 1	CAD Design Coord	CAD Design	Admn 3	Total Labor Hours	Labor Subtotal	Mileage	Lodging	Groundwater Pump - Peristaltic	
<b>Task 1: Initial Site Visit</b>																		
Subtotal	9	16	0	14	10	16	0	0	0	0	0	8	73	\$11,109	\$11,109	360	0	0
Subtotal Cost (per Category)	\$2,020	\$3,231	\$0	\$2,142	\$1,246	\$1,750	\$0	\$0	\$0	\$0	\$0	\$720				\$193	\$0	\$0
<b>Task 2: Existing Data Compilation</b>																		
Subtotal (Hrs)	12	24	0	88	2	8	0	52	24	0	24	60	294	\$38,408	\$38,408	180	0	0
Subtotal Cost (per Category)	\$2,693	\$4,847	\$0	\$13,464	\$249	\$875	\$0	\$5,689	\$2,462	\$0	\$2,729	\$5,400				\$96	\$0	\$0
<b>Task 3: Existing Data Review and Data Gaps Evaluation</b>																		
Subtotal	32	28	0	104	8	8	4	0	0	0	8	30	222	\$34,719	\$34,719	200	0	0
Subtotal Cost (per Category)	\$7,181	\$5,655	\$0	\$15,912	\$997	\$875	\$490	\$0	\$0	\$0	\$910	\$2,700				\$107	\$0	\$0
<b>Task 4: Critical Area Survey and Report and Permitting Plan</b>																		
Subtotal	8	22	0	0	144	6	16	0	88	8	2	37	331	\$40,346	\$40,346	1600	20	0
Subtotal Cost (per Category)	\$1,795	\$4,443	\$0	\$0	\$17,942	\$656	\$1,958	\$0	\$9,028	\$966	\$227	\$3,330				\$856	\$2,540	\$0
<b>Task 5: Field Activities</b>																		
Subtotal	8	27	0	161	0	4	246	60	24	0	22	92	644	\$82,237	\$82,237	1960	15	10
Subtotal Cost (per Category)	\$1,795	\$5,453	\$0	\$24,633	\$0	\$438	\$30,110	\$6,564	\$2,462	\$0	\$2,501	\$8,280				\$1,049	\$1,905	\$325
<b>Task 6: Survey and Base Map</b>																		
Subtotal	6	4	0	4	0	50	0	0	8	32	0	13	117	\$14,089	\$14,089	80	0	0
Subtotal Cost (per Category)	\$1,346	\$808	\$0	\$612	\$0	\$5,470	\$0	\$0	\$821	\$3,662	\$0	\$1,170				\$43	\$0	\$0
<b>Task 7: Initial Regulatory Coordination</b>																		
Subtotal	50	66	0	96	0	8	0	0	8	0	0	28	256	\$43,453	\$43,453	800	0	0
Subtotal Cost (per Category)	\$11,220	\$13,329	\$0	\$14,688	\$0	\$875	\$0	\$0	\$821	\$0	\$0	\$2,520				\$428	\$0	\$0
<b>Task 8: Data Gap Filling Activities</b>																		
<b>Task 9: Feasibility Study (FS) Report</b>																		
<b>Task 10: Cleanup Action Plan (CAP)</b>																		
<b>Task 11: EDR and Bid Documents</b>																		
<b>Task 12: Environmental Documentation and Permits</b>																		
<b>Task 13: Compliance Monitoring Plan</b>																		
<b>Task 14: Operations and Maintenance Plan</b>																		
<b>Task 15: Bidding Support</b>																		
<b>Task 16: Remedial Action Implementation Support</b>																		
<b>Task 17: Institutional Controls Support</b>																		
<b>Task 18: Remedial Action Construction Completion Report</b>																		
<b>Task 19: Public Meeting Support</b>																		
<b>Task 20: Meetings</b>																		
Subtotal	12	12	0	6	0	64	0	0	0	0	0	22	116	\$15,016	\$15,016	160	0	0
Subtotal Cost (per Category)	\$2,693	\$2,424	\$0	\$918	\$0	\$7,002	\$0	\$0	\$0	\$0	\$0	\$1,980				\$66	\$0	\$0
<b>Task 21: Project Management</b>																		
Subtotal	20	0	0	0	0	82	0	0	0	0	0	44	146	\$17,419	\$17,419	0	0	0
Subtotal Cost (per Category)	\$4,488	\$0	\$0	\$0	\$0	\$8,971	\$0	\$0	\$0	\$0	\$0	\$3,960				\$0	\$0	\$0
<b>Task 22: Long-Term Monitoring and Support</b>																		
Total Hours / Units	157	199	0	473	164	246	268	112	152	40	56	334	2199			5340	35	10
Total Cost (per Category)	\$35,231	\$40,190	\$0	\$72,369	\$20,434	\$26,912	\$32,558	\$12,253	\$15,594	\$4,828	\$6,387	\$30,060				\$2,857	\$4,445	\$325
<b>TOTAL FOR PROJECT</b>																		
Contingency (0%)																		
<b>GRAND TOTAL FOR PROJECT</b>																		

B-1 - 1

Schedule B-1  
Compensation - Budget

## Sisco Landfill Closure Design Initial Services Cost Estimate

GeoEngineers, Inc.

Description	EQUIPMENT				OUTSIDE SERVICES*											Total By Task
	Billing Rate	\$145.56	\$159.83	\$114.75	\$84.65	Total Equip Units	Total Equipment Cost	Schwyn Environmental Services	Aspect Consulting	Parametrix	Analytical Lab	Drilling+ Access	Lithic Analysts	Sales Tax @ 8.6%*	Total Outside Services	
		Pump - Bladder/Hydrill ft	Water Monitoring Equipment	Gas Detection Meter	Consumables											
<b>Task 1: Initial Site Visit</b>																
Subtotal	0	0	0	0	0	360	\$193									
Subtotal Cost (per Category)	\$0	\$0	\$0	\$0	\$0			\$2,940	\$2,244	\$0	\$0	\$0	\$0	\$0	\$0	\$5,184
<b>Task 2: Existing Data Compilation</b>																
Subtotal (Hrs)	0	0	0	0	0	180	\$96									
Subtotal Cost (per Category)	\$0	\$0	\$0	\$0	\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Task 3: Existing Data Review and Data Gaps Evaluation</b>																
Subtotal	0	0	0	0	0	200	\$107									
Subtotal Cost (per Category)	\$0	\$0	\$0	\$0	\$0			\$2,300	\$2,244	\$0	\$0	\$0	\$0	\$0	\$0	\$4,544
<b>Task 4: Critical Area Survey and Report and Permitting Plan</b>																
Subtotal	0	0	0	0	0	1620	\$3,396									
Subtotal Cost (per Category)	\$0	\$0	\$0	\$0	\$0			\$1,150	\$1,122	\$0	\$0	\$0	\$15,200	\$218	\$17,690	\$61,433
<b>Task 5: Field Activities</b>																
Subtotal	10	14	5	10	10	2024	\$8,392									
Subtotal Cost (per Category)	\$1,456	\$2,238	\$574	\$847	\$847			\$1,610	\$1,795	\$0	\$13,467	\$21,315	\$0	\$2,465	\$40,652	\$131,281
<b>Task 6: Survey and Base Map</b>																
Subtotal	0	0	0	0	0	80	\$43									
Subtotal Cost (per Category)	\$0	\$0	\$0	\$0	\$0			\$0	\$449	\$47,899	\$0	\$0	\$0	\$0	\$48,348	\$62,480
<b>Task 7: Initial Regulatory Coordination</b>																
Subtotal	0	0	0	0	0	800	\$428									
Subtotal Cost (per Category)	\$0	\$0	\$0	\$0	\$0			\$5,980	\$5,610	\$0	\$0	\$0	\$0	\$0	\$11,590	\$55,471
<b>Task 8: Data Gap Filling Activities</b>																
<b>Task 9: Feasibility Study (FS) Report</b>																
<b>Task 10: Cleanup Action Plan (CAP)</b>																
<b>Task 11: EDR and Bid Documents</b>																
<b>Task 12: Environmental Documentation and Permits</b>																
<b>Task 13: Compliance Monitoring Plan</b>																
<b>Task 14: Operations and Maintenance Plan</b>																
<b>Task 15: Bidding Support</b>																
<b>Task 16: Remedial Action Implementation Support</b>																
<b>Task 17: Institutional Controls Support</b>																
<b>Task 18: Remedial Action Construction Completion Report</b>																
<b>Task 19: Public Meeting Support</b>																
<b>Task 20: Meetings</b>																
Subtotal	0	0	0	0	0	160	\$86									
Subtotal Cost (per Category)	\$0	\$0	\$0	\$0	\$0			\$2,750	\$2,693	\$0	\$0	\$0	\$0	\$0	\$5,443	\$20,545
<b>Task 21: Project Management</b>																
Subtotal	0	0	0	0	0	0	\$0									
Subtotal Cost (per Category)	\$0	\$0	\$0	\$0	\$0			\$2,310	\$2,468	\$0	\$0	\$0	\$0	\$0	\$4,778	\$22,197
<b>Task 22: Long-Term Monitoring and Support</b>																
Total Hours / Units	10	14	5	10	10											
Total Cost (per Category)	\$1,456	\$2,238	\$574	\$847	\$847			\$19,040	\$18,625	\$47,899	\$13,467	\$21,315	\$15,200	\$2,683	\$138,229	\$447,766
<b>TOTAL FOR PROJECT</b>																
Contingency (0%)															\$0	
<b>GRAND TOTAL FOR PROJECT</b>																<b>\$447,766</b>

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# Sisco Landfill - Environmental Expert Support - Billing Group

## Project Management Plan

ASPECT CONSULTING, LLC

Job Number: 160348

Project Manager: Dave Cook

Overhead Rate 199.36%

Profit 24.35%

Task	Work Element	Labor Budget Basis in Hrs		Total Labor Budget	Other Direct Charges (ODC)
		Cook (T&M estimate)	Cook (Lump Sum - base)		
		Principal	Principal		
		69.32	69.32		
		\$ 224.40	\$ 224.40		
1st WO	Task 1 - Site Visit				
WO			10	\$ 2,244	
WO	Task 2 - Existing Data Compilation				
WO		0	0		
WO	Task 3 - Data Review/Data Gaps E				
WO			10	\$ 2,244	
WO	Task 4 - Critical Area Serv/Permits				
WO			5	\$ 1,122	
WO	Task 5 - Field Activities				
WO		0	8	\$ 1,795	
WO	Task 6 - Survey and Base Map				
WO		0	2	\$ 449	
WO	Task 7 - Initial Regulatory Coord				
WO		0	25	\$ 5,610	
WO	Task 8 - Data Gap Filling				
	Task 9 - FS Report				
	Task 10 - Cleanup Action Plan				
	Task 11 - EDR and Bid Docs				
	Task 12 - Enviro Doc and Permits				
	Task 13 - Compliance Monitor Plan				
	Task 14 - O&M Plan				
	Task 15 - Bidding Support				
	Task 16 - Remed Action Implement				
	Task 17 - Institutional Cont Support				
	Task 18 - Constr Completion Rept				
	Task 19 - Public Mtg Support				
1st WO	Task 20 - Meetings	0	12	\$ 2,693	
1st WO	Task 21 - Project Mgmt	0	11	\$ 2,468	
	Task 22 - Long Term Mtrg				
	<b>Total</b>	<b>0</b>	<b>83</b>	<b>\$ 18,625</b>	

Project Name: Sisco Landfill Project									
Client: GeoEngineers									
Date: January 10, 2017									
Project Number:									
Services: Lithic Analysts Cultural Resource Assessment									
						<b>Principal</b>	<b>Sen Arch</b>		<b>Hours</b>
						\$150.00	\$85.00		<b>Labor</b>
<b>Cultural Resource Archival Research, Field Survey, and Shovel Probes</b>						<b>40</b>	<b>50</b>		<b>90</b>
	Archival Research					0	10		10
	Field Survey/STPs					40	40		80
									\$10,250.00
									\$850.00
									\$9,400.00
<b>Cultural Resource Survey Report</b>						<b>16</b>	<b>30</b>		<b>46</b>
	Draft Report Preparation					10	28		38
	Final Report					6	2		8
									\$4,950.00
									\$3,880.00
									\$1,070.00
<b>TOTAL HOURS</b>						<b>56</b>	<b>80</b>		<b>136</b>
<b>TOTAL COST</b>									<b>\$15,200.00</b>

Client: GeoEngineers  
 Project: Sisco Landfill Site Survey  
 Project Number: 247-1718-816

Parametrix Project Summary

PHASE	TASK	Description	Direct Salary Cost	DSC * Overhead 188.95	Fee Amount DSC * 24.35%	Total Including Fee	Expenses	Total
1		<b>Survey and Base Mapping</b>						
	1.1	Horizontal and Vertical Control	\$706.21	\$1,334.38	\$171.96	\$2,212.56	\$0.00	\$2,212.56
	1.2	Landfill Spot Elevations	\$952.70	\$1,800.13	\$231.98	\$2,984.81	\$209.90	\$3,194.71
	1.3	Monitoring Wells and Vapor Probes	\$1,307.13	\$2,469.82	\$318.29	\$4,095.24	\$209.90	\$4,305.14
	1.4	North Culvert and South Culvert	\$643.65	\$1,216.18	\$156.73	\$2,016.56	\$209.90	\$2,226.46
	1.5	Unnamed Creek between Landfill and Lower Pond	\$1,196.85	\$2,261.45	\$291.43	\$3,749.73	\$739.00	\$4,488.73
	1.6	Bathymetric Survey of Zuver Pond and Lower Pond	\$1,081.01	\$2,042.57	\$263.23	\$3,386.80	\$739.00	\$4,125.80
	1.7	Wetland Delineation Surveying	\$2,404.37	\$4,543.06	\$585.46	\$7,532.89	\$1,754.40	\$9,287.29
	1.8	Staking/Flagging Landfill Limits	\$1,881.70	\$3,555.47	\$458.19	\$5,895.37	\$1,101.00	\$6,996.37
	1.9	Seeps Surveying	\$637.07	\$1,203.74	\$155.13	\$1,995.94	\$209.90	\$2,205.84
	1.10	LIDAR Survey Verifications	\$331.20	\$625.80	\$80.65	\$1,037.65	\$74.90	\$1,112.55
	1.11	Topographic Maps	\$2,447.61	\$4,624.76	\$595.99	\$7,668.36	\$74.90	\$7,743.26
<b>Project Total:</b>								<b>\$47,898.70</b>

Parametrix Labor Detail

Phase	Task	Description	Labor Dollars	Labor Hours	Cost Rates:							
					Sr. Consultant	Sr. Consultant	Senior Surveyor	CADD Tech Lead	Surveyor III	Surveyor II	Project Coordinator	Project Account
					\$60.16	\$57.96	\$45.54	\$35.15	\$34.14	\$21.00	\$24.97	\$28.73
1		<b>Survey and Base Mapping</b>	<b>13,589.50</b>	<b>434</b>	<b>5</b>	<b>16</b>	<b>29</b>	<b>62</b>	<b>155</b>	<b>155</b>	<b>8</b>	<b>4</b>
	1.1	Horizontal and Vertical Control	706.21	22		1	4		8	8	1	
	1.2	Landfill Spot Elevations	952.70	30		2	2	4	10	10	1	1
	1.3	Monitoring Wells and Vapor Probes	1,307.13	44		1	2	4	18	18	1	
	1.4	North Culvert and South Culvert	643.65	21		1	1	2	8	8		1
	1.5	Unnamed Creek between Landfill and Lower Pond	1,196.85	40		1	2	4	16	16	1	
	1.6	Bathymetric Survey of Zuver Pond and Lower Pond	1,081.01	37		1	1	2	16	16	1	
	1.7	Wetland Delineation Surveying	2,404.37	85		1	1	2	40	40	1	
	1.8	Staking/Flagging Landfill Limits	1,881.70	66		1	1	2	30	30	1	1
	1.9	Seeps Surveying	637.07	22			1	2	9	9	1	
	1.10	LIDAR Survey Verifications	331.20	7		1	6					
	1.11	Topographic Maps	2,447.61	60		5	6	8	40			1
					\$300.80	\$927.36	\$1,320.66	\$2,179.30	\$5,291.70	\$3,255.00	\$199.76	\$114.92

Parametrix Expense Detail

Phase	Task	Description	Base Cost	Mileage	WA Survey Equipment	Lodging	Per Diem
				Unit Of Measure Mile(s)	Use Rate		
			Unit Price	\$0.535	\$135.00	\$117.00	\$64.00
1		<b>Survey and Base Mapping</b>	<b>5,322.80</b>	<b>1,680</b>	<b>14</b>	<b>14</b>	<b>14</b>
	1.1	Horizontal and Vertical Control	0.00				
	1.2	Landfill Spot Elevations	209.90	140	1		
	1.3	Monitoring Wells and Vapor Probes	209.90	140	1		
	1.4	North Culvert and South Culvert	209.90	140	1		
	1.5	Unnamed Creek between Landfill and Lower Pond	739.00	200	2	2	2
	1.6	Bathymetric Survey of Zuver Pond and Lower Pond	739.00	200	2	2	2
	1.7	Wetland Delineation Surveying	1,754.40	240	4	6	6
	1.8	Staking/Flagging Landfill Limits	1,101.00	200	2	4	4
	1.9	Seeps Surveying	209.90	140	1		
	1.10	LIDAR Survey Verifications	74.90	140			
	1.11	Topographic Maps	74.90	140			
				\$898.80	\$1,890.00	\$1,638.00	\$896.00

**SISCO LANDFILL SUPPORT SERVICES**

**Phase I Project Cost Estimate**

**Schwyn Environmental Services**

		Principal	Hydrogeo.	Total	Total	Nonlbr	Schwyn	Total	Task
		Billing Rate:		Lbr Hrs	Lbr \$	Expenses	Total \$	Mileage	Total
TASK		\$165	\$135					0.54	
1.	Site Visit an Meetings								
1.1	Site Reconnaissance and meeting	3	12	15	\$2,115	\$525	\$2,640	560	\$300
	Subtotal Task 1	3	12	15	\$2,115	\$525	\$2,640		\$300
3.	Existing Data Review and Data Gaps Evaluation								
3.1	Data review	7		7	\$1,155		\$1,155		\$0
3.2	Data Gap Assessment and Comment	6.75		6.75	\$1,114	\$32	\$1,146		\$0
	Subtotal Task 3	14	0	13.75	\$2,269	\$32	\$2,301		\$0
4.	Critical Area Permitting Plan Review and Comment								
4.1	Review/comment of GeoEngineers docum	6.75		6.75	\$1,114	\$36	\$1,150		\$0
	Subtotal Task 3	7	0	6.75	\$1,114	\$36	\$1,150		\$0
5.	Field Activities								
5.1	Provide LFG provisions for the SAP	4		4	\$660	\$0	\$660		\$0
5.2	SAP review and Comment	4		4	\$660	\$0	\$660		\$0
5.3	Technical Memo Review and Comment	1		1	\$165	\$0	\$165		\$0
5.4	Base Map Review	0.75		0.75	\$124	\$1	\$125		\$0
	Subtotal Task 4	10	0	9.75	\$1,609	\$1	\$1,610		\$0
7	Initial Regulatory Coordination								
7.1	Review Ecology Comments	4		4	\$660		\$660		\$0
7.2	Response Development	8		8	\$1,320		\$1,320		\$0
7.3	Hydrologic and Landfill Cover Support	5		5	\$825		\$825		\$0
7.4	Strategic Regulatory Development Plan	6		6	\$990		\$990		\$0
7.5	Phone Conf. (1 w/Geo, 1 w/SC & JZP)	4		4	\$660		\$660		\$0
7.6	Ecology/SCHD Meeting via Phone Conf.	4		4	\$660	\$205	\$865		\$0
7.7	Draft Final Tech Memo Review and Comm	4		4	\$660		\$660		\$0
	Subtotal Task 7	35	0	35	\$5,775	\$205	\$5,980		\$0
20/21	Initial Regulatory Coordination (Geo Task 7)								
20	Meetings (four conference calls)	16.5		16.5	\$2,723	\$28	\$2,750		\$0
21	Project Management (8 month duration)	14		14	\$2,310		\$2,310		\$0
	Subtotal Task 20/21	31	0	30.5	\$5,033	\$28	\$5,060		\$0
<b>TOTAL ALL TASKS</b>		99	12	111	\$17,914	827	\$18,741	560	300
									<b>\$19,040</b>

Non-labor expenses include meals and lodging, disposable supplies, and other expenses at direct cost.

Schedule B-2  
Compensation – Fee Schedule

**Consultant: GeoEngineers, Inc.**

**Project: Sisco Landfill Remediation Plan**

<b>Position Classification</b>	<b>Hourly Rate</b>	<b>Overhead @212.67%</b>	<b>Profit @24.35%</b>	<b>Max Rate Per Hour</b>
<b>Principal</b>	<b>\$66.58</b>	<b>\$141.60</b>	<b>\$16.21</b>	<b>\$224.40</b>
<b>Associate, Iain Wingard</b>	<b>\$59.93</b>	<b>\$127.44</b>	<b>\$14.59</b>	<b>\$201.96</b>
<b>Associate, Joe Callaghan</b>	<b>\$59.93</b>	<b>\$127.44</b>	<b>\$14.59</b>	<b>\$201.96</b>
<b>Associate</b>	<b>\$57.50</b>	<b>\$122.29</b>	<b>\$14.00</b>	<b>\$193.80</b>
Senior Engineer/Scientist/Analyst 2	\$49.94	\$106.20	\$12.16	\$168.30
Senior Engineer/Scientist/Analyst 1	\$45.40	\$96.55	\$11.05	\$153.00
Engineer/Scientist/Analyst 2	\$40.86	\$86.89	\$9.95	\$137.70
Engineer/Scientist/Analyst 1	\$36.97	\$78.62	\$9.00	\$124.60
Staff 3 Engineer/Scientist/Analyst	\$36.32	\$77.24	\$8.84	\$122.40
Staff 2 Engineer/Scientist/Analyst	\$32.46	\$69.03	\$7.90	\$109.40
Staff 1 Engineer/Scientist/Analyst	\$30.44	\$64.74	\$7.41	\$102.59
Lead Technician	\$28.47	\$60.55	\$6.93	\$95.95
Senior Technician	\$25.56	\$54.36	\$6.22	\$86.14
Technician	\$20.07	\$42.68	\$4.89	\$67.64
CAD Design Coordinator	\$35.81	\$76.17	\$8.72	\$120.70
CAD Designer	\$33.74	\$71.75	\$8.22	\$113.71
CAD Technician	\$21.00	\$44.66	\$5.11	\$70.77
Administrator 3	\$26.70	\$56.79	\$6.50	\$90.00
Administrator 2	\$26.70	\$56.79	\$6.50	\$90.00
Administrator 1	\$23.14	\$49.21	\$5.63	\$77.99

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. The overhead rate, profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the hourly rate of the individual employee plus overhead plus profit, and shall not exceed the Max Rate per Hour for each classification listed in this Schedule B-2. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Schedule B-2  
Compensation – Fee Schedule

**Consultant: Aspect Consulting**

**Project: Sisco Landfill Remediation Plan**

Position Classification	Hourly Rate	Overhead @199.36%	Profit @24.35%	Max Rate Per Hour
<b>Principal</b>	<b>\$69.32</b>	<b>\$138.20</b>	<b>\$16.88</b>	<b>\$224.40</b>
<b>Senior Associate</b>	<b>\$62.39</b>	<b>\$124.38</b>	<b>\$15.19</b>	<b>\$201.96</b>
<b>Associate</b>	<b>\$55.70</b>	<b>\$111.04</b>	<b>\$13.56</b>	<b>\$180.31</b>
Senior	\$49.97	\$99.62	\$12.17	\$161.76
Senior Project	\$41.91	\$83.55	\$10.21	\$135.67
Project	\$39.75	\$79.25	\$9.68	\$128.67
Senior Staff	\$30.32	\$60.45	\$7.38	\$98.15
Staff	\$27.36	\$54.54	\$6.66	\$88.57
Field/Construction Supervisor	\$26.65	\$53.13	\$6.49	\$86.27
Technician	\$21.53	\$42.92	\$5.24	\$69.69
Sr. GIS/CAD Specialist	\$36.36	\$72.49	\$8.85	\$117.70
GIS/CAD Specialist	\$26.42	\$52.67	\$6.43	\$85.52
Sr. Technical Editor	\$29.04	\$57.89	\$7.07	\$94.01
Project Assistant	\$27.78	\$55.38	\$6.76	\$89.93

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. The overhead rate, profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the hourly rate of the individual employee plus overhead plus profit, and shall not exceed the Max Rate per Hour for each classification listed in this Schedule B-2. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.



Schedule B-2  
Compensation – Fee Schedule

**Consultant: Lithic Analysts**

**Project: Sisco Landfill Remediation Plan**

Position Classification	Hourly Rate	Overhead @0.00%	Profit @0.00%	Max Rate Per Hour
Principal	\$0.00	\$0.00	\$0.00	\$150.00
Senior Archaeologist	\$0.00	\$0.00	\$0.00	\$85.00

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2. Rates shall not exceed those listed in Schedule B-2 for the term of this Agreement.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Schedule B-2  
Compensation – Fee Schedule

Consultant: Parametrix, Inc.

Project: Sisco Landfill Remediation Plan

Position Classification	Hourly Rate	Overhead @188.95%	Profit @24.35%	Max Rate Per Hour
Accounts Payable Specialist	\$28.73	\$54.28	\$6.99	\$90.00
Admin Assistant	\$25.10	\$47.43	\$6.11	\$78.64
BDPM - Water	\$71.62	\$135.33	\$17.44	\$224.40
CADD Operator I	\$27.89	\$52.70	\$6.79	\$87.38
CADD Operator II	\$30.93	\$58.44	\$7.53	\$96.90
CADD Operator III	\$30.93	\$58.44	\$7.53	\$96.90
CADD Tech Lead	\$37.44	\$70.74	\$9.12	\$117.30
Construction Mgr II	\$43.95	\$83.05	\$10.70	\$137.70
Designer I	\$32.56	\$61.52	\$7.93	\$102.00
Designer II	\$38.26	\$72.29	\$9.32	\$119.87
Designer III	\$38.53	\$72.79	\$9.38	\$120.70
Designer IV	\$38.53	\$72.79	\$9.38	\$120.70
Engineer I	\$34.43	\$65.06	\$8.38	\$107.87
Engineer II	\$38.26	\$72.29	\$9.32	\$119.87
Engineer III	\$43.95	\$83.05	\$10.70	\$137.70
Engineer IV	\$47.21	\$89.20	\$11.49	\$147.90
Env Tech I	\$27.89	\$52.70	\$6.79	\$87.38
EP&C Division Manager	\$71.62	\$135.33	\$17.44	\$224.40
IT Manager	\$37.44	\$70.74	\$9.12	\$117.30
Jr Planner	\$27.89	\$52.70	\$6.79	\$87.38
Jr Surveyor	\$27.89	\$52.70	\$6.79	\$87.38
Planner I	\$32.56	\$61.52	\$7.93	\$102.00
Planner II	\$35.81	\$67.67	\$8.72	\$112.20
Planner III	\$43.95	\$83.05	\$10.70	\$137.70
Planner IV	\$47.21	\$89.20	\$11.49	\$147.90
Principal	\$71.62	\$135.33	\$17.44	\$224.40
Principal Consultant	\$71.62	\$135.33	\$17.44	\$224.40
Project Accountant	\$28.73	\$54.28	\$6.99	\$90.00
Project Controls Specialist	\$35.11	\$66.34	\$8.55	\$110.00
Project Coordinator	\$30.99	\$58.56	\$7.55	\$97.09
Publications Specialist II	\$34.43	\$65.06	\$8.38	\$107.87
Publications Supervisor	\$35.81	\$67.67	\$8.72	\$112.20
Scientist/Biologist I	\$32.56	\$61.52	\$7.93	\$102.00
Scientist/Biologist II	\$35.81	\$67.67	\$8.72	\$112.20
Scientist/Biologist III	\$39.07	\$73.82	\$9.51	\$122.40
Scientist/Biologist IV	\$39.07	\$73.82	\$9.51	\$122.40

<b>Position Classification</b>	<b>Hourly Rate</b>	<b>Overhead @188.95%</b>	<b>Profit @24.35%</b>	<b>Max Rate Per Hour</b>
Sr Accounting Specialist	\$28.73	\$54.28	\$6.99	\$90.00
Sr Admin Assist	\$27.89	\$52.70	\$6.79	\$87.38
Sr Construction Mgr	\$53.72	\$101.50	\$13.08	\$168.30
Sr Consultant	\$64.46	\$121.80	\$15.70	\$201.96
Sr Contracts Administrator	\$35.11	\$66.34	\$8.55	\$110.00
Sr Designer	\$38.53	\$72.79	\$9.38	\$120.70
Sr Engineer	\$52.09	\$98.43	\$12.68	\$163.20
Sr GIS Analyst	\$35.81	\$67.67	\$8.72	\$112.20
Sr Graphic Designer	\$35.81	\$67.67	\$8.72	\$112.20
Sr Hydrogeologist	\$48.83	\$92.27	\$11.89	\$153.00
Sr Planner	\$50.46	\$95.35	\$12.29	\$158.10
Sr Project Accountant	\$32.56	\$61.52	\$7.93	\$102.00
Sr Project Control Specialist	\$35.81	\$67.67	\$8.72	\$112.20
Sr Project Coordinator	\$34.43	\$65.06	\$8.38	\$107.87
Sr Publications Specialist	\$35.11	\$66.34	\$8.55	\$110.00
Sr Scientist/Biologist	\$48.83	\$92.27	\$11.89	\$153.00
Sr Surveyor	\$46.99	\$88.79	\$11.44	\$147.22
Sr Tech Aide	\$27.89	\$52.70	\$6.79	\$87.38
Survey Supervisor	\$42.32	\$79.97	\$10.31	\$132.60
Surveyor I	\$30.93	\$58.44	\$7.53	\$96.90
Surveyor II	\$34.43	\$65.06	\$8.38	\$107.87
Surveyor III	\$38.26	\$72.29	\$9.32	\$119.87
Tech Aide	\$25.10	\$47.43	\$6.11	\$78.64
Technical Editor	\$37.44	\$70.74	\$9.12	\$117.30

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. The overhead rate, profit, and max rate per hour listed above are the maximum rates payable under this Agreement. Rates invoiced shall be based on the hourly rate of the individual employee plus overhead plus profit, and shall not exceed the Max Rate per Hour for each classification listed in this Schedule B-2. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Schedule B-2  
Compensation – Fee Schedule

**Consultant: Schwyn Environmental Services    Project: Sisco Landfill Remediation Plan**

Position Classification	Hourly Rate	Overhead @0.00%	Profit @0.00%	Max Rate Per Hour
Principal	\$0.00	\$0.00	\$0.00	\$165.00
Hydrogeologist	\$0.00	\$0.00	\$0.00	\$135.00

Only Labor Classifications listed in this Schedule B-2 are eligible for payment. All Consultant invoices **must** list classifications being invoiced **exactly** as stated in Schedule B-2. Rates shall not exceed those listed in Schedule B-2 for the term of this Agreement.

The rates listed in this Schedule B-2 shall be applicable for the first twelve (12) month period and shall be subject to negotiation for the following twelve (12) month period upon request of the Consultant or the County. If negotiations are not conducted for the second or subsequent twelve (12) month periods within ninety (90) days after completion of the previous period, the rates listed in this Agreement, shall be utilized.

Schedule C  
Reimbursable Expenses

**Consultant: GeoEngineers, Inc.**

**Project: Sisco Landfill Remediation Plan**

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
<u>Mileage</u>	<u>Current IRS Rate</u>
<u>Postage/Courier</u>	<u>At Cost</u>
<u>Outside Vendor Costs</u>	<u>At Cost</u>
<u>Lodging/Meals</u>	<u>Actual cost not to exceed current federal Per Diem rates</u>

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.

Schedule C  
Reimbursable Expenses

**Consultant: Aspect Consulting**

**Project: Sisco Landfill Remediation Plan**

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
Mileage	Current IRS Rate
Postage/Courier	At Cost
Outside Vendor Costs	At Cost

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.

Schedule C  
Reimbursable Expenses

**Consultant: Lithic Analysts**

**Project: Sisco Landfill Remediation Plan**

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
<u>Mileage</u>	<u>Current IRS Rate</u>
<u>Postage/Courier</u>	<u>At Cost</u>
<u>Outside Vendor Costs</u>	<u>At Cost</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.

Schedule C  
Reimbursable Expenses

**Consultant: Parametrix, Inc.**

**Project: Sisco Landfill Remediation Plan**

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
<u>Mileage</u>	<u>Current IRS Rate</u>
<u>Postage/Courier</u>	<u>At Cost</u>
<u>Outside Vendor Costs</u>	<u>At Cost</u>
<u>Lodging/Meals</u>	<u>Actual cost not to exceed current federal Per Diem rates</u>
<u>Company Owned Equipment</u>	<u>At rates approved by the County</u>

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.



Schedule C  
Reimbursable Expenses

**Consultant: Schwyn Environmental Services    Project: Sisco Landfill Remediation Plan**

Subconsultant Services and Other Direct Costs (ODC) will be reimbursed at the Actual Cost to the Consultant with no markup. These charges may include, but are not limited to, the following items:

<b>Reimbursable Classifications</b>	<b>Rates</b>
<u>Mileage</u>	<u>Current IRS Rate</u>
<u>Postage/Courier</u>	<u>At Cost</u>
<u>Outside Vendor Costs</u>	<u>At Cost</u>
<u>Lodging/Meals</u>	<u>Actual cost not to exceed current federal Per Diem rates</u>
<u> </u>	<u> </u>

Any ODC not included in the above list shall not be eligible for payment without prior written consent of the County. All reimbursable charges must be necessary for the services provided under this Agreement.